: Decatur County / P. P. M. E. Local 2003 (Roads) 2003.2014 Section 2

## IN THE MATTER OF INTEREST ARBITRATION BETWEEN

**DECATUR COUNTY** 

**PUBLIC EMPLOYER** 

AND

PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL #2003, IUPAT (AFL-CIO) EMPLOYEE ORGANIZATION INTEREST ARBITRATION
AWARD

**RONALD HOH, ARBITRATOR** 

### **APPEARANCES**

For Decatur County:

Renee Von Bokern, Employee Relations Consultant

For PPME Local #2003:

Randy Schultz, Business Representative

#### **JURISDICTION**

This proceeding arises pursuant to the provisions of Sections 19 and 22 of the Iowa Public Employment Relations Act, Chapter 20, 2003 Code of Iowa (hereinafter Act). Decatur County (hereinafter County) and Public, Professional and Maintenance Employees Local #2003 (hereinafter Union) have been unable to agree upon the terms of their collective bargaining agreement for the 2005 fiscal year (July 1, 2004 - June 30, 2005) through their negotiations, mediation and factfinding. In accordance with independently negotiated impasse procedures, the undersigned was selected from a list provided by the Iowa Public Employment Relations Board (hereinafter PERB) to conduct a hearing and issue a binding interest arbitration award on the matters in dispute herein.

The hearing was held on May 14, 2004 in Leon, lowa and was completed that evening.

All parties appeared at the hearing and had full opportunity to present evidence and argument in support of their respective positions. The hearing was mechanically recorded

in accordance with PERB regulations.

The parties prior to the hearing had waived the March 15 statutory deadline for issuance of the arbitrator's Decision and Award. They further agreed at the hearing that they would waive a subsequently agreed-upon May 15 deadline for completion of impasse procedures under which the arbitrator was selected, and to invest in the arbitrator the power to issue a binding interest arbitration award under Section 22 of the Act prior to July 1, 2004.

#### STATUTORY CRITERIA

Section 22.9 of the Act sets forth the criteria by which the arbitrator is to select, under Section 22.11 of the Act, "...the most reasonable offer of the final offers on each of the impasse items submitted by the parties, or the recommendation of the factfinder on each impasse item." Section 22.9 provides:

The arbitrator or panel shall consider, in addition to other relevant factors, the following factors:

- a. Past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

#### Section 17.6 of the Act further provides:

No collective bargaining agreement or arbitrator's decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending or budget or would substantially impair or limit the performance of any statutory duty by the public employer.

The Award on the impasse items at issue herein is made with due regard to each of the above criteria.

## **FINDINGS OF FACT**

## **BACKGROUND**

The County is located in far south central lowa, bordering the State of Missouri to the south, and is largely agricultural in nature. It had a calendar year 2000 population of 8,683 persons. The Union has represented a bargaining unit of about twenty-three non-supervisory County secondary road department employees since 1976. That bargaining unit includes the only County employees who are formally represented for collective bargaining and contract administration purposes under the Act.

The parties are currently operating under and governed by a two year collective bargaining agreement (hereinafter contract), which is set to expire by its terms on June 30, 2005. This proceeding arises pursuant to a contractual reopener for only the subjects of wages and insurance, with the results of that reopener to be effective July 1, 2004.

The parties began negotiations over the Wages and Insurance areas covered by the contractual reopener on November 3, 2003, and engaged in mediation on February 20, 2004. These sessions failed to result in contract agreement. Thereafter, a factfinding hearing was held on March 30, 2004 before factfinder Terry Loeschen, and the factfinder issued his Report and Recommendations on April 12, 2004. The settlement recommendations contained therein were subsequently rejected by the Union, and this proceeding followed thereafter.

The parties agreed at the hearing to extend the statutory time limits contained in Section 22 Of the Act to cover the time period necessary for the undersigned to issue this Award. They further agreed at the hearing that the following south central lowa counties

constituted the appropriate comparability group under the statutory comparability criterion contained in Section 22.9 of the Act.

| COUNTY        | POPULATION |  |  |  |
|---------------|------------|--|--|--|
| Appanoose     | 13,721     |  |  |  |
| Unio <b>n</b> | 12,309     |  |  |  |
| Lucas         | 9,422      |  |  |  |
| Clarke        | 9,133      |  |  |  |
| Monroe        | 8,016      |  |  |  |
| Taylor        | 6,958      |  |  |  |
| Wayne         | 6,730      |  |  |  |
| Ringgold      | 5,469      |  |  |  |
|               |            |  |  |  |
| AVERAGE       | 8,970      |  |  |  |
| DECATUR       | 8,689      |  |  |  |

## IMPASSE ITEM#1 - HEALTH INSURANCE

The current contract provides in Article 24 that the County will pay the monthly employee only health insurance coverage cost rate for bargaining unit employees under the lowa Association of Counties (hereinafter ISAC) Plan 5 Select 500 Plan, or a Plan with comparable coverage and benefit levels. Although the ISAC Plan 5 includes total yearly employee paid deductibles of \$500 single and \$1000 family, Article 24 further provides that employee responsibility for those deductibles is limited to \$300 single and \$600 family coverage, with the remainder of those deductibles paid by the "County Co-Fund" (hereinafter Co-Fund). The Co-Fund was established by the parties in the late 1990s, with equivalent \$25 monthly contributions to the fund made by the County for each employee and by those employees opting for family insurance. However, the parties agreed in negotiations effective July 1, 2002 to end such employee contributions at a point where the Co-Fund balance on July 1, 2001 was \$72,399. The parties agree that the ISAC Plan 5 coverage program currently in

effect will no longer exist after June 30, 2004.

The County makes no contribution to monthly family health insurance costs for bargaining unit employees. The current cost for such family insurance coverage is \$550/month. Only five of the twenty-three bargaining unit employees take County-offered family health insurance, due in large part to the significant cost of such coverage.

The factfinder recommended on the impasse item of health insurance that the parties agree: 1) to the ISAC Plan 9 Alliance Select 750 as the health insurance program; 2) that the County maintain full payment of the single monthly insurance premium; 3) that the parties maintain the \$300 single/\$600 family deductible portion paid by the employee, with the remainder of the \$750 single/\$1500 family deductible paid by the Co-Fund; and 4) that employees pay for the first time an out-of-pocket maximum \$50 single/\$100 family deductible for the prescription drug coverage included within the ISAC Plan 9. With regard to the Co-Fund, the factfinder recommended as follows:

If the County Co-Fund is exhausted, then each employee shall contribute \$12.00 per month to the County Co-Fund by payroll deduction and the Employer shall contribute an amount at least equal to the total employee contributions for each month and if required by usage, such additional sums as will permit the County Co-Fund to continue to pay the additional deductible amounts of \$450.00 for single coverage and \$900.00 for family coverage and co-insurance remaining above the total deductibles.

## **POSITIONS OF THE PARTIES**

# THE UNION

The Union's final offer on health insurance provides for maintenance of the current contract language – i.e. that the currently existing coverage and benefit levels be maintained even though the ISAC Plan 5 Select 500 insurance program itself will no longer be available.

In support of that final offer, the Union argues that, when measured against the comparability group, bargaining unit employees already pay \$342 per month more for family coverage than the average amount among such comparable counties—which translates to

an additional County employee cost of \$1.97/hour over and above similar employees in those counties. It asserts that comparable employees pay an average of only 60% of the monthly family insurance coverage premium with the employer paying the remainder, and that when employer-provided wage and insurance levels are considered together, County employees' spendable hourly earnings are 84¢ below the average among comparable counties when family insurance costs are included in such figures. It asserts that even with the Co-Fund limiting employee single and family deductibles, five of the eight comparable counties provide \$300/\$600 or less yearly employee deductibles, and the County's deductible levels are thus no better than average among those comparable employers. It points out that in contrast to the County, six of nine comparable counties pay the cost of employee only dental insurance, and that such a comparison makes the County's insurance program and contribution levels even more disadvantageous for County employees when compared with similarly-situated employers. It contends that several elements of the County's proposed ISAC Plan 9 insurance program are more costly and disadvantageous to employees than the current benefit levels, including: 1) the 80%/60% plan co-payment for select and non-select providers; 2) the new prescription drug deductibles; and 3) the three tiered drug co-payment program; and asserts that such disadvantages exist even without consideration of the additional \$27 per month family insurance premium increase to be absorbed by the employee under that insurance plan and the County's final offer. It claims that when the parties agreed to eliminate the employee contribution to the Co-Fund in 2001, the understanding was that the County would continue its monthly contribution levels, and that the County final offer now improperly requires employees to bear the responsibility for the depleting balance of that fund. Finally, it asserts that in view of these cost increases and the County's final offer on wages, the economic impact of the County's final offers in both wages

and insurance for those employees taking family insurance coverage will be an overall decrease of 3¢ per hour from their current spendable incomes.

#### THE COUNTY

The County has adopted the factfinder's recommendation as its final offer on the impasse item of health insurance. In support of that final offer, the County asserts that no other comparable County except Wayne has a co-fund like that in existence in the County, that it is the only county in that group which reimburses both a portion of the employee/family insurance deductible and all out-of-pocket medical expenses beyond those deductible amounts, and that the major burden of maintaining the existing \$300/\$600 deductible remains on the County even under its final offer. It contends that it is undisputed here that the County cannot get other insurance bids providing better benefits and/or lower costs than the ISAC Plan 9, that the ISAC Plan 9 is the closest available program to current coverage, and that the \$300/\$600 deductible levels of the existing plan are maintained under its final offer. It argues that the average deductibles among comparable counties are \$372 single and \$772 family, that the average out-of-pocket costs in that group are \$1090 single and \$2140 family, and that the County final offer is thus significantly more beneficial to employees than levels in these areas among comparable employers. It points out that only five bargaining unit employees take family insurance coverage, that Co-Fund figures show only eleven of 23 bargaining unit employees receive Co-Fund benefits, and that last year 44% of those benefits went to three bargaining unit employees. It argues that the County placed the dollars gained from a lawsuit against the previous insurance carrier into the Co-Fund without being required to do so, and that it is obligated under the factfinder's recommendation to pay into the Co-Fund not only equal contributions to those made by employees, but also unknown additional funds that may be necessary to maintain employee

deductibles at the \$300/\$600 level. Finally, it asserts that, because the April, 2004 balance in the Co-Fund was \$28,552 and calendar year 2003 expenditures from the Co-Fund totaled \$17,431, it is more than likely that the existing Co-Fund will last through the end of fiscal year 2005, and thus that no contributions will be necessary under its final offer by either the County or any employees.

## **DISCUSSION**

It has unfortunately become virtually axiomatic in interest factfinding and arbitration cases that employers, employees and employee organizations are often faced with high single digit, double digit, and sometimes high double digit percentage increases in health insurance costs, and that bargaining table decisions regarding how those increases are to be met involve substantial economic impact upon both employers and employees alike. In such circumstances, the parties have little alternative other than to either seek new insurance cost bids for coverage they can live with, and to closely monitor costs claimed by medical providers, to assure that the parties receive the highest possible "bang for the (insurance) buck." It is hoped that both the County and the Union continue to work together to assure that such a result occurs, given the increased costs involved.

That being said, it is the criteria for arbitrator awards set forth in Section 22.9 of the Act which must provide the framework here for the arbitrator's award on this insurance impasse item. Although a precise analysis of each element of the data in the area of insurance presented by the parties is not appropriate under those statutory criteria in these circumstances, that data does allow for certain conclusions by the arbitrator which are relevant to the determination of the appropriate award in this impasse area. Those conclusions are set forth below.

First, it is clear that bargaining unit employee health insurance costs are significantly

higher than the average in the comparability group. Although the evidence did not address the dollar cost for single insurance in comparable counties, the data shows that the monthly bargaining unit employee family insurance premium is at least 20% higher than the highest amount among comparable employers, and is more than \$200 per month above the average for those comparable employers for which such data was provided. Given that six of the eight comparable county employees pay a lower percentage of an already lesser family insurance cost amount, these figures significantly impact in a negative manner upon bargaining unit employees' spendable income, particularly when such employees take family insurance.

Second, the parties in view of those significantly higher costs have made substantial effort to lower other costs incurred by employees in the health insurance area. The County is the only one among the comparability group to pay the entirety of the employee's out-of-pocket expenses over the modified \$300 single/\$600 family coverage deductible through the Co-Fund, albeit with a portion of the dollars for such payments coming from employee contributions to that Co-Fund. Such payments of these deductible amounts will continue under the County's proposal, except for a new small deductible for prescription drug costs to be paid by the employee.

Third, the parties agree that the ISAC Plan 5 benefits and coverage, as well as the existing premiums, will no longer be available after June 30, 2004. The Union's final offer, as a practical matter, would thus require the County to pay any costs in any insurance program chosen, including ISAC Plan 9, which were over and above those currently in existence in ISAC Plan 5.

Fourth, irrespective of the nature of the parties' agreement at the time they stopped making contributions to the Co-Plan, it appears likely that sufficient funds exist in that Plan

balance to finance employee out-of-pocket costs above the \$300/\$600 levels under the current agreement and the County's final offer in fiscal year 2005.

Fifth, although bargaining unit family insurance costs are substantially higher than the average in the comparability group, employee out-of-pocket costs are lower than those among comparable employers. The figures provided in this area by the County show that, while the deductible paid by bargaining unit employees is near the average in that group, the current out-of-pocket maximum is significantly less (again due to the Co-Fund partially funded by those employees).

Faced with these elements and the pending elimination of the existing ISAC Plan 5 insurance program, the factfinder crafted a compromise recommendation which, although awarding the County-proposed ISAC Plan 9 provisions of lesser benefit to employees, retained both the existing \$300/\$600 deductible levels and Co-Fund payment of co-insurance amounts above the total deductibles under that Plan, with the exception of the \$50 single/\$100 deductible for prescription drugs to be paid by the employee. His safety valve recommendation concerning County and employee contributions to the Co-Fund, as well as additional necessary amounts contributed by the County over and above those levels "if required by usage," were to be made only "if the County Co-Fund is exhausted." In any event, that recommendation retained the existing positive element of the insurance program of payment from the Co-Fund of all out-of-pocket medical costs (except the new prescription drug deductible) over and above the \$300 single/\$600 family medical cost deductibles.

In my judgment, that recommendation, which is also the County's final offer on this impasse item, is the "most reasonable of the final offers" in this area before the arbitrator. Without Co-Fund elements, such an award will increase costs for those taking family insurance coverage by about 6.4% (\$27/month additional family premium + \$8.33/month family

prescription deductible = \$35.33, divided by existing premium \$550 = 6.42%) and single costs by 1.5% - reasonable levels given the ever increasing nature of insurance costs and the propriety here of employees sharing in those cost increases. In view of the Co-Fund responsibility to cover all out-of-pocket costs except the existing medical deductible and the small new prescription deductible, employee out-of-pocket costs will not increase significantly over current levels, and will remain favorable among comparable employers despite higher overall health insurance costs than among those employers. Moreover, given the existing balance of the Co-Fund and the payments made from it in calendar year 2003, it is highly unlikely that employees will be required to make any Co-Fund contribution in fiscal year 2005, and it is quite clear that at worst, such a contribution will be necessary only for some limited portion of the latter part of that fiscal year. Finally, in conjunction with the award of the arbitrator on the impasse item of wages, infra, bargaining unit employees' spendable income will not be negatively impacted vis-a-vis current levels by this insurance award, even for those employees taking family insurance.

#### **AWARD**

The final offer of the County on the impasse item of insurance, which is also the recommendation of the factfinder, is the "most reasonable" of the final offers before the arbitrator. It is hereby awarded.

## **IMPASSE ITEM #2 - WAGES**

Exhibit A of the current contract contains the existing wage schedule for bargaining unit employees. Effective July 1, 2003 that provision sets forth wage rates for fourteen bargaining unit classifications, ranging from \$13.93/hour for the Laborer I classification to \$15.54/hour for the Instrumentman/Surveyor. Eight of the twenty-three bargaining unit employees work in the Patrol Operator classification, and the parties agree that this

classification should serve as the benchmark for statutory comparability purposes. The current wage rate for the Patrol Operator classification is \$14.95/hour.

## **POSITIONS OF THE PARTIES**

## THE UNION

The Union's final offer on the impasse item of wages provides that all bargaining unit classifications receive a 45C/hour wage increase effective July 1, 2004, which is equivalent to a 3% wage increase.

In support of that final offer, the Union contends that the average wage settlement among the five comparable employers which have reached contract agreement for fiscal year 2005 is 2.904% effective July 1, 2004, and that its final wage offer is substantially closer to that average than is the final offer of the County. While admitting that the County has the highest Patrol Operator wage rate among comparable employers, it asserts that this higher wage rate has historically been offset by the County's refusal to pay any portion of bargaining unit employees' family health insurance—an area where the County is significantly below average among comparable counties. It claims that this previously acceptable trade off is no longer acceptable because the County's health insurance proposal contains increases in employee contributions to insurance premiums, co-funding and out-of-pocket employee expenses, which should the County's final wage offer be adopted will ultimately result in no spendable earnings increase at all for those bargaining unit employees who take (and pay for the entirety of family health insurance. It argues that despite its top ranking in wages among comparable employers, County employees who take family insurance rank next to last in that group in adjusted spendable earnings when all of the insurance costs paid by employees are factored in, at a level of 84¢ below the average. Finally, in the area of ability to pay, it asserts the County is not at the maximum levy for the Rural Basic Tax, and therefore is prohibited

from enacting a Rural Supplemental Tax at any level to fund such areas as IPERS, FICA or health insurance self-funding. It further contends in this area that the County has never claimed that the Union's wage or insurance final offers would have an adverse effect on either the level of service provided or the welfare of the public.

## THE COUNTY

The County's final offer on wages—which was also the wage recommendation of the factfinder—provides for an across the board increase of 36¢/hour effective July 1, 2004. That final offer equates to a 2.4% wage increase.

In support of that final offer, the County points out that it has for several years maintained the top ranking on wages among comparable employers, and that County Patrol Operators earn \$1.15 per hour more in wages than the average within the comparability group. It argues that if comparability is the appropriate yardstick for determining wages, then no wage increase is appropriate here, and comparable counties should be allowed to catch up with the wage rates already paid by the County. It contends that the average wage increase among comparable employers for fiscal year 2005 is 2.76%, and that its proposal is closer to that average when the actual cents per hour amount is utilized. It argues that, contrary to the Union's assertion, no other comparable county reimburses employees for either a portion of the health insurance deductible or out-of-pocket maximums to the high degree as does the County, and no bargaining unit employee will have less adjusted spendable earnings if the County's final offer is awarded here.

With regard to ability to pay, the County points out that it has already increased its Rural Basic Tax rate for fiscal year 2005. It further contends in this area that among comparable employers, the County had the lowest per capita personal income in 2001 and the greatest decrease in tax revenues between fiscal years 2003 and 2005, and that other

comparable counties thus have a greater ability to pay higher wages than does the County.

#### DISCUSSION

The data presented by the parties in the area of wages, health insurance and total compensation / spendable income reflects the extensive impact which poor relative standing on the subject of health insurance can have upon employees, even where their relative position in the area of wages alone is well above average. In this situation, the benchmark Patrol Operator wage rate is easily the highest in the comparability group, at a level of \$1.15/ hour above the average and 22¢/hour above the next highest level in that group. At the same time, however, bargaining unit employee insurance costs are \$1.97/hour higher than the average in the area of family insurance, the County is one of only two bargaining counties which makes no contribution to family insurance (non-bargaining Lucas County also makes no such contribution), two comparable counties pay 100% of the monthly family insurance premium for employees, and the average comparable employer contribution toward family insurance (adjusting for the error in the County of Union data in Union Exhibit #7) is 51.37%. That relative bargaining unit employee disadvantage in the insurance area is further magnified by the cost differences to employees in the County's non-provision of single dental insurance, where five of the eight comparable counties provide such a benefit to their employees.

In addition, while the relative position of County employees taking only the single health insurance is substantially better among comparable employers, that position is likely little better than average in such a comparison, despite the advantage County employees maintain in the area of out-of-pocket health insurance maximums. The employees' prescription drug insurance program under the arbitrator's award insurance here contains deductibles identical to the least advantageous to employees in comparable counties, and

the majority of such counties, as set forth above, pay the full single premium for employee dental insurance, while the County makes no contribution to employee costs in this insurance area.

Similarly, while the County justifiably points to the impact of the Co-Plan upon out-of-pocket employee insurance costs and the top ranking in that area among comparable employers, the evidence shows that this amount was also funded in part by employee contributions of those opting for family insurance under prior contracts between the parties. Where, as here, the County has the highest family insurance rate and the employee pays the highest cost for that benefit among comparable employers, where comparable employees with significantly lower family insurance costs get substantially more employer help in meeting those costs, where such a poor relative County position continues even when the Co-Plan out-of-pocket cost data is factored in, and where employees opting for single insurance coverage appear to compare only slightly better than average in all insurance areas among comparable employers, the impact of that top wage rank position is substantially diminished.

Similarly, the cost data on insurance shows that under the ISAC Plan 9 County insurance final offer awarded infra by the arbitrator, all employees will pay more in uncovered out-of-pocket expenses for prescription drug insurance, at maximum yearly amounts of \$50 single/\$100 family, and those opting for family insurance will pay an additional insurance monthly premium of \$27. In marked contrast, the County's 100% paid single insurance premium between the existing ISAC Plan 5 and the new ISAC Plan 9 under data provided by the County will decrease from \$492/month to \$479/month. That new insurance plan decreased cost to the County for fiscal year 2005 for bargaining unit employees alone amounts to \$3,588 (\$13/month x 12 months x 23 employees = \$3,588). Like the factfinder, the

arbitrator generally believes that where health insurance costs are escalating and/or benefits are decreasing, both parties in most cases must share some degree of the burden of those changes. Here, however, the County's burden for such costs actually decreases with the new health insurance plan, that burden increases for every bargaining unit employee, and any necessary Co-Fund increases will, as a practical matter, be equally funded by both the County and all bargaining unit employees. Simply put, the County should not be allowed to escape the burden of at least a portion of the insurance cost increases, absent some level of <u>quid proguo</u> provided to employees to help them defray at least a portion of those increased insurance costs.

The data further shows that the average wage increase under County figures among comparable employers which have reached contract agreement is 40.4C/hour or a 2.76% wage increase, and that three of the five comparability group settlements are equal to or exceed the Union's 45C/hour 3.0% final offer. Given that data and the higher health insurance cost portions paid by comparable employers, total cost comparability data clearly favors the Union's final wage offer.

In view of all of these elements, it is my considered judgment that the Union's final wage offer is the "most reasonable" of the final offers before me. That level maintains the County's relative wage advantage among comparable employers, provides for a wage increase nearly identical to those already negotiated in the majority of those comparable employers which have reached contract agreement, and allows all bargaining unit employees to better defray their increased health insurance costs. Although the wage amount produced remains at the top among comparable employers, that high ranking allows those employees to compensate for their relative dollar benefit disadvantage concerning health and dental insurance when compared to similarly situated employees, particularly in the area of family

insurance. Given that poor relative insurance benefit standing and the doubtlessly increased costs of insurance to comparably employers providing better insurance benefits, the total package cost to the County of this award is highly likely to be below that of similar costs among comparable counties. (Neither party provided specific cost data on either their final offers or existing bargaining unit costs.)

Finally, when the County's insurance cost savings incurred as a result of the arbitrator's health insurance impasse item award, infra, are factored in, the \$4,305.60 cost of the difference between the final offers of the Union and the County on wages is reduced to \$717.60, or about 1.5¢/hour above the County's fiscal offer. That total cost amount provides an appropriate <u>quid pro quo</u> to employees allowing them to defray a portion of their increased insurance costs, and is affordable to the County even in view of its decreased property tax revenues and lower per capita income when compared to similarly situated employers.

#### **AWARD**

The Union's final offer on wages is the "most reasonable." It is hereby awarded.

#### **CONCLUSIONS OF LAW**

Pursuant to Section 22.11 of the Act and for the reasons set forth above, the arbitrator hereby awards the following as the "most reasonable" of the final offers on the impasse items before me in this proceeding.

- HEALTH INSURANCE The County's final offer (Factfinder's Recommendation).
- 2. WAGES The Union's final offer.

June 2, 2004

Ronald Hoh Arbitrator

# CERTIFICATE OF SERVICE

| I certify that on the 2nd   | day of                                  | <u>June</u>  | , 2004,      | I             |
|---|---|--|--------------|---------------|
| served the foregoing Award of A   | rbitrator                               | upon each of   | the parties  | ; to          |
| this matter by ( pe   | ersonally o                             | delivering) (  | X            |               |
| mailing) a copy to them at their  | respective                              | addresses a  | s shown belo | w :           |
| Labor Relations Representative Decatur County c/o 2771 104th Street, Suite H Des Moines, IA 50322 I further certify that on the | Busin<br>PPME<br>7 <b>19</b> W<br>Sigou | Randy Schultz<br>ness Represent<br>Local #2003<br>West ackson S<br>urney, IA 5259<br>day o | Street<br>91 |               |
| , 200 <u>4</u> , I will submit th   | nis Award f                             | for filing by  | (            | <del></del> . |
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| ·   | Ronald Ho                               |  | , Arbitrator |               |